

REMARKS

Claims 1-14 are pending in the application. In the Office Action of May 5, 2004, the Examiner made the following disposition:

- A.) Rejected claims 5, 6, 11 and 12 under 35 U.S.C. §112, first paragraph.
- B.) Rejected claims 6 and 12 under 35 U.S.C. §112, second paragraph.
- C.) Objected to claims 13 and 14.
- D.) Rejected claims 1-14 under 35 U.S.C. §103(a) as being unpatentable over *Olsen* in view of *Uchenick*.

Applicant respectfully traverses the rejections and addresses the Examiner's disposition below.

- A.) Rejection of claims 5, 6, 11 and 12 under 35 U.S.C. §112, first paragraph:

Claims 5 and 11 have been amended as per the Examiner's request to overcome the rejection. Support for this subject matter can be found in the specification at page 5, line 20-page 6, line 15.

Claims 6 and 12 have been canceled.

Applicant respectfully submits the rejection has been overcome and requests that it be withdrawn.

- B.) Rejection of claims 6 and 12 under 35 U.S.C. §112, second paragraph:

Claims 6 and 12 have been canceled.

Applicant respectfully submits the rejection has been overcome and requests that it be withdrawn.

- C.) Objection to claims 13 and 14:

Applicant respectfully disagrees with the objection.

The Examiner objects to the terms "second information" and "third information" being swapped in claims 13 and 14 when compared to those terms in claims 1 and 7.

Applicant agrees that the terms have been swapped, but that is intentional. If Applicant used the same terms in claims 13 and 14 as are used in claims 1 and 7, then the introduction of the elements would be presented in the order: first information, third information, second information. That may confuse the reader. The way in which claims 13 and 14 are currently presented is clearer to the reader than the way proposed by the Examiner.

Applicant respectfully notes that the independent claims stand individually. One should not try to read the limitations of other independent claims into an independent claims. For example, one who reads claim 13 should not look to see if the terms "match" the terms of other independent claims. The way that claims 1, 7, 13 and 14 are currently written is quite clear when each claim is read on its own.

Therefore, Applicant respectfully submits that the claims do not require the amendments proposed by the Examiner.

Applicant respectfully submits the objection has been overcome and requests that it be withdrawn.

D.) Rejection of claims 1-14 under 35 U.S.C. §103(a) as being unpatentable over *Olsen* in view of *Uchenick*:

Applicant respectfully disagrees with the rejection.

Independent claims 1, 7, 13 and 14 each claim a first information stored inside a software. The software is provided to a software user on an information storage means to be connected to an apparatus for running the software. The encoded second information, which is encoded using a first key of a key pair of an open key encoding format, is transmitted to the software user for the software user to decode the transmitted encoded second information by using a second key of the key pair of the open key encoding format, and to read the first information from the information storage means, and to match the read first information against the decoded second information. The software is enabled when the information match.

This is clearly unlike *Olsen* in view of *Uchenick*. *Olsen* teaches storing license certificates in a database, determining whether a user is entitled to a license certificate, and if the user is entitled to the license certificate, transmitting the license certificates along with an application to the user. The examiner argues that *Olsen* teaches storing a first information inside the software, but *Olsen* makes not such teaching. To support the examiner's argument, the examiner cites *Olsen* col. 10, lines 12-26, however, that passage clearly relates to database fields and record in a database, not to information that is provided to a user in a software. In other words, that passage from *Olsen* merely explains that licensing data is stored in a database in *Olsen*. Nowhere does *Olsen* even suggest storing Applicant's claimed first information in the software. Instead, *Olsen* merely sends a license together with an application to the user after it has been determined whether the user is eligible to receive the application.

Further, unlike claim 1, *Olsen* fails to disclose or suggest transmitting a second information to the software user, decoding the second information using a second key, reading the first information, and matching the first information against the second information. To begin with, as described above, *Olsen* fails to disclose or suggest providing a software to a user with a first information therein. Thus, for at least this reason, *Olsen* could not disclose reading the first information or matching the first information to a second information.

Further, *Olsen* fails to disclose or suggest transmitting a second information to a user and decoding the second information after it has been sent to the user. As described above, *Olsen* merely looks to a database to determine whether a user is eligible for a license for an application, and then send the license to the user along with the application. Unlike claim 1, *Olsen* does not transmit a second information to a user and then decode the second information using a second key or match the second information to a first information. Instead, *Olsen* merely send a license to the user with the application, with no additional processing disclosed at the user.

The examiner cites *Olsen* col. 10, lines 12-26 as an attempt to support the examiner's argument that *Olsen* teaches encoding second information by using a first key of a key pair, but that passage merely teaches that security keys can be stored in *Olsen's* database of licenses. Nowhere does that passage even discuss encoding an information using a first key of a key pair of an open key encoding format.

Further, *Olsen* in view of *Uchenick* still fails to disclose or suggest claim 1. Unlike Applicant's claim 1, *Uchenick* fails to disclose or suggest providing a software on an information storage means that is connected to an apparatus to run the software. Instead, *Uchenick* merely teaches providing the software. The examiner cites *Uchenick* col. 2, lines 38-43 and 58-60, however, those passages merely describe that *Uchenick's* second key is provided on an attachable device, not *Uchenick's* software or first key. Thus, unlike Applicant's claim 1, *Uchenick* also fails to disclose or even suggest transmitting a second key to the user. Instead, as stated above, *Uchenick* provides its second key on an attachable physical device.

Thus, *Olsen* fails to even discuss matching first and second keys at the user to enable a software, but instead teaches merely transmitting an already enabled software to a user with a copy of the license. And *Uchenick* fails to teach transmitting a second key to a user, where it is compared to a first key, but instead merely provides a second key on a hardware device. Accordingly, there is no suggestion in either *Olsen* or *Uchenick*, taken singly or in combination, to transmit a second key to a user where it is decoded and matched to a first key. For at least these reasons, *Olsen* in view of *Uchenick* fails to disclose or suggest claim 1.

Claims 2-14 depend directly or indirectly from claim 1 and are therefore allowable for at least the same reasons that claim 1 is allowable.


Applicant respectfully submits the rejection has been overcome and requests that it be withdrawn.

Applicant notes that the Examiner did not check box 10a or box 10b on the Office Action Summary to indicate whether the drawings are accepted by the Examiner. Applicant assumes that the drawings are accepted, as the Examiner made no objections to the drawings in the Detailed Action.

CONCLUSION

In view of the foregoing, it is submitted that claims 1-5, 7-11 and 13-14 are patentable. It is therefore submitted that the application is in condition for allowance. Notice to that effect is respectfully requested.

Respectfully submitted,

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